

CLERK'S OFFICE U.S. DIST. COURT
AT ROANOKE, VA
FILED

JUN 14 2011

JULIA C. DUDLEY, CLERK
BY:  DEPUTY CLERKIN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

| | | |
|------------------------|---|------------------------------|
| THOMAS D. DOMONOSKE, |) | |
| |) | Civil Action No. 5:08cv00066 |
| Plaintiff, |) | |
| |) | |
| v. |) | <u>FINAL ORDER</u> |
| |) | |
| BANK OF AMERICA, N.A., |) | |
| |) | By: Samuel G. Wilson |
| Defendant. |) | United States District Judge |

In accordance with this court's memorandum opinion, it is hereby **ORDERED** and **ADJUDGED** as follows:

(1) the following class is **CERTIFIED** for purposes of the settlement – all natural persons who applied to Bank of America for a loan subject to 15 U.S.C. § 1681g(g): (1) whose loan applications were processed on the ACAPS system between August 8, 2006 and September 12, 2008, where the Credit Score Disclosure was triggered more than three days after receipt of the application, or (2) whose loan applications were processed and booked on a Legacy systems between May 28, 2006 and July 11, 2009;

(2) the parties' settlement is **APPROVED** under Federal Rule of Civil Procedure 23(e);

(3) all class members who have not opted out of the class settlement are hereby **DEEMED** to have released any claim against Bank of America based on its alleged violation of 15 U.S.C. § 1681g(g) through the Bank's use of the ACAPS system from August 8, 2006 to September 12, 2008 or the Legacy systems from May 28, 2006 to July 11, 2009;

(4) class counsel are **GRANTED** \$1,791,000.00 in attorney's fees;

(5) class counsel and the class representatives are **GRANTED** \$29,659.24 in total costs;

(6) each class representative is **GRANTED** a \$5,000.00 incentive award;

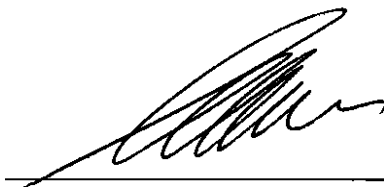
(7) all remaining objections are **OVERRULED**;

(8) all requests for objectors fees are **DENIED**;

(9) the parties are **DIRECTED** to file an accounting with the court regarding the distribution of all of the funds within 30 days of the "Effective Date" described in the settlement agreement;

(10) this action is hereby **DISMISSED** with prejudice. The court retains jurisdiction over this case for purposes of enforcing the settlement agreement and Dismissal Order only.

ENTER: June 14, 2011.



UNITED STATES DISTRICT JUDGE